



CITY of NOVI CITY COUNCIL

Agenda Item C
December 5, 2016

SUBJECT: Approval of the Novi Fire Department Automatic Mutual Aid Agreements between the City of Novi, the City of Northville, and Northville Township.

SUBMITTING DEPARTMENT: Public Safety – Fire Department *Dem*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The City of Novi Fire Department, the City of Northville, and Northville Township propose entering into an Automatic Mutual Aid Agreement (AMA). With AMA, the resources are automatically provided at no cost. The AMA agreement (attached) provides an engine or ladder from the City of Northville or Northville Township and sends it automatically to any confirmed structure fire (e.g. multiple calls of smoke/flames visible) in the south sectors along Eight Mile Road and the center section of Novi Road (maps attached). In return, Novi will automatically provide an engine or ladder to all areas of the City of Northville and the north sections of Northville Township along Eight Mile Road.

The AMA pre-positions extra resources at no cost to either city or township. This coverage provides a safer working environment at these labor intensive fires and offers sound risk management practices.

The city of Novi legal counsel has reviewed this matter and opines there is no legal impediment which precludes the City of Novi from executing these agreements.

RECOMMENDED ACTION: Approval of the Novi Fire Department Automatic Mutual Aid Agreements between the City of Novi, the City of Northville, and Northville Township.

	1	2	Y	N
Mayor Gaff				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Thomas R. Schultz
tschultz@jrsjlaw.com

www.jrsjlaw.com

November 30, 2016

Jeff Johnson, Director
EMS & Fire Operations
City of Novi, Fire Station No. 1
42975 Grand River Avenue
Novi, MI 48375

RE: Northville/Northville Township Agreement for Automatic Mutual Aid

Dear Director Johnson:

We have reviewed the final drafts of two separate Agreements for Automatic Mutual Aid, one with the City of Northville, and the other with the Township of Northville. Copies of the final drafts are enclosed. The Agreements provide for the City of Novi and Northville/Northville Township to provide automatic emergency response to each other by providing at least an engine or ladder company with 2 personnel when requested to confirmed structure fires to particular sections of each city. The areas of each community covered by the Agreements are described in the Agreements and shown in the attached exhibits. Each party is responsible for its own insurance and liability for the actions of its own employees. The term of the Agreements is indefinite, subject to termination by 90-days written notice by either party. We see no legal impediment to entering into the Agreements for Automatic Mutual Aid in the current format.

Please feel free to contact me with any questions or concerns in regard to this matter.

Sincerely yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Thomas R. Schultz

TRS:jah

Enclosures

cc: Pete Auger, City Manager
Cortney Hanson, Clerk
Victor Cardenas, Assistant City Manager
David Molloy, Director of Public Safety

STATE OF MICHIGAN

COUNTY OF OAKLAND AND WAYNE

AGREEMENT FOR AUTOMATIC MUTUAL AID

This Agreement is between the City of Novi, a Michigan municipal corporation, whose address is 45175 West Ten Mile Road, Novi, MI 48375, and the City of Northville, a Michigan municipal corporation, whose address is 215 W. Main St., Northville, MI 48167, effective on the last date of the signatures set forth below.

R E C I T A L S:

The City of Novi and the City of Northville both staff and maintain fire station(s) for the safety and protection of the lives and property within their respective jurisdictions; and

In order to provide the most appropriate service response to its residents, the City of Novi and the City of Northville desire to enter into an agreement whereby each entity may render automatic mutual aid to each other for certain defined incidents; and

More specifically, Novi and Northville seek to provide automatic response with at least an engine or ladder company with 2 personnel for confirmed structure fires.

The parties have agreed to set forth guidelines for such automatic mutual aid.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:
 - a. "Automatic Mutual Aid Response" shall mean the automatic response by the Responding City of the closest available resources via emergency dispatch to a request for response by the Requesting City.
 - b. "Confirmed Structure Fire" shall be identified as first person caller, police officer or firefighter on scene, or multiple calls to dispatch or PSAP.

In Northville, a confirmed structure fire within the City limits of Northville.

In Novi, confirmed structure fires in accessible areas of sections 21, 22, 23, 26, 27, 28, 33 and 34.

2. Request for Assistance. The Public Safety Answering Point (PSAP) communications dispatching center for each municipality will confirm the structure fire from a caller, police or fire personnel. Either City is authorized at any time to request Automatic Mutual Aid Response from the other City. The request shall be directed to the authorized PSAP of the City being called to respond.

The request for Automatic Mutual Aid Response shall specify the amount and type of equipment and number of personnel required, and shall specify the location to which the equipment and personnel are to be dispatched.

3. Response to Request. Upon receipt of a request for Automatic Mutual Aid Response, the commanding officer of the Responding City shall:
 - a. Immediately advise the Requesting City if the equipment and personnel are not available.
4. Command Responsibility at Emergency Scene. The incident commander of the Requesting City at the scene of the emergency to which an Automatic Mutual Aid Response is made shall be in command of the operations under which the equipment and personnel sent by the Responding City shall serve; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.
5. Responsibility for Employees. Each City agrees to be responsible for disability and workers' compensation benefits, including derivative benefits, dependent benefits or other benefits related to disability and workers' compensation benefits, for its own employees.
6. Liability. Each City shall be responsible for any claims made against that City and for the acts of its employees or agents.

In any claims that may arise from the performance of this Agreement, each City shall seek its own legal representation and bear the costs associated with such representation, including attorney fees. Except as otherwise provided in this Agreement, neither City shall have any right, under any legal principle, to be indemnified by the other City or any of its employees or agents in connection with any claim. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Cities. All of the privileges and immunities from liability, and exemptions from laws, ordinances, and rules which apply to the activities of parties, officers, agencies, and employees of any governmental agency when performing its functions, shall apply to the same degree and extent to the performance of such functions and duties under the provisions of this Agreement. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by either City of governmental immunity as provided under law.

7. Insurance. Both Cities hereby confirm and acknowledge that they maintain adequate insurance coverage to cover claims or damages arising out of the provision of fire service under this Agreement. A lapse in the insurance coverage required under the Agreement by either City shall be considered a material breach of this Agreement and the Agreement shall become null and void automatically as to that City at any time such a lapse in coverage exists.
8. No Compensation. Neither City will seek compensation from the other City for Automatic Mutual Aid Response services rendered under this Agreement. Each City will remain responsible to its own employees for the payment of wages and other compensation and for carrying workmen's compensation upon said employees, and shall be responsible for its own equipment and bear the risk of loss therefore.
9. Authority. This Agreement is being executed in accordance with the provisions of Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501, *et. seq.*
10. Termination. This Agreement shall remain in full force and effect unless written Notice of Termination is given by either City. Termination shall be effective on the 90th day following such Notice, unless the termination is for cause, in which case it shall be effective within 14 days of such Notice.
11. Amendments for Additional Contracting Agencies. Additional parties to this Agreement may be added by resolution of the legislative body of the added party and corresponding resolutions of the legislative bodies of all parties to this Agreement, and appropriate signatures by the representatives of the added party.

CITY OF NOVI
A Michigan Municipal Organization

Dated: _____, 2016 BY: _____
Robert J. Gatt, Mayor

BY: _____
Cortney Hanson, Clerk

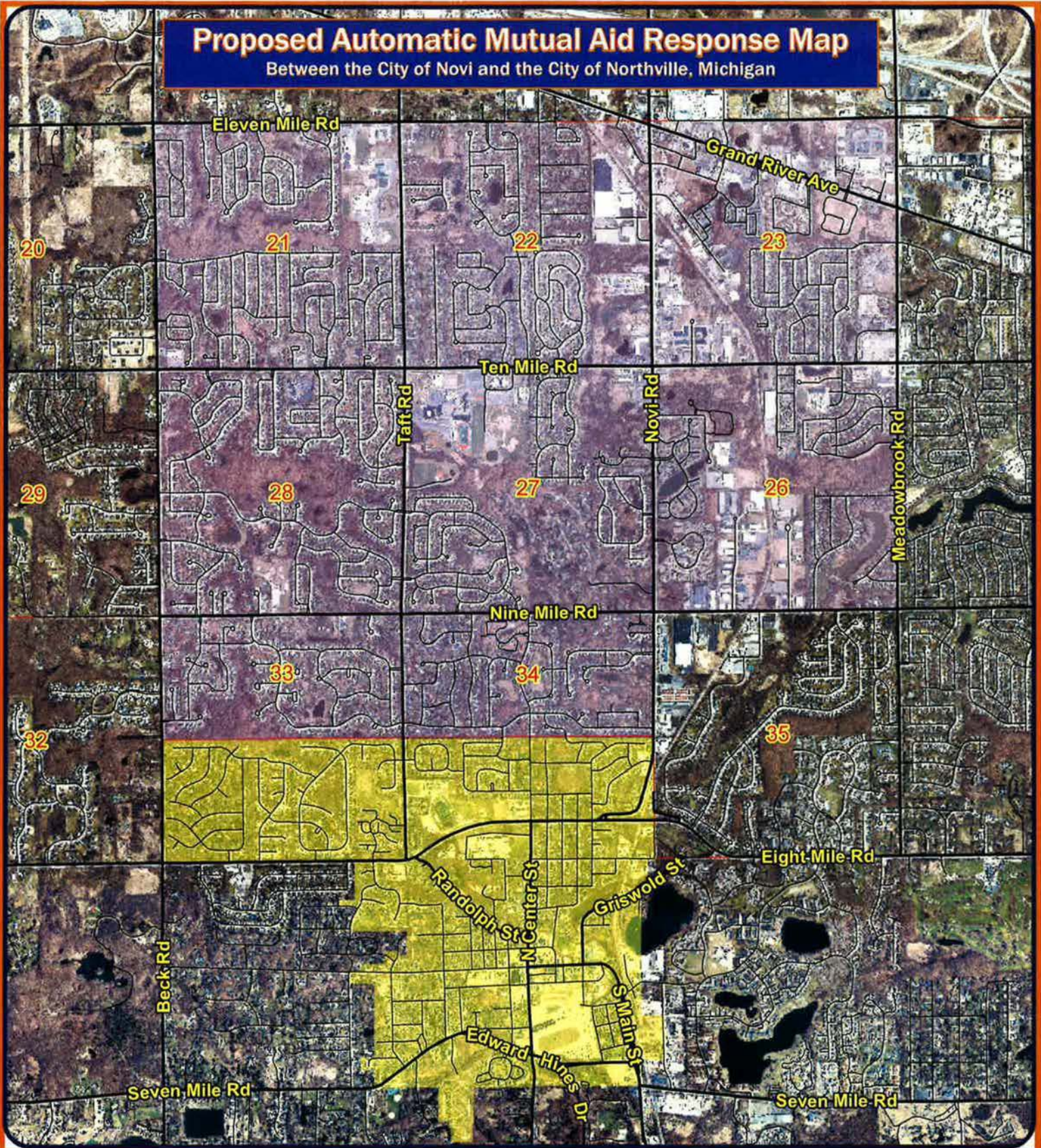
CITY OF NORTHVILLE
A Michigan Municipal Organization

Dated: _____, 2016 BY: _____
Kevin Roth, Mayor

BY: _____
Dianne Massa, City Clerk

Proposed Automatic Mutual Aid Response Map

Between the City of Novi and the City of Northville, Michigan



Map Author: Keri Blough
 Date: November 9, 2016
 Project: Automatic Mutual Aid Response
 Version #: 2.0

Map Legend

Fire Mutual Aid Response Areas

- Northville City Area with Novi Response
- Novi Area with Northville City Response



City of Novi

Information Technology Department
 Geographic Information Services
 45175 W Ten Mile Rd
 Novi, MI 48375
cityofnovi.org

Miles



1 inch = 2,800 feet



MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1920 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

STATE OF MICHIGAN

COUNTY OF OAKLAND AND WAYNE

AGREEMENT FOR AUTOMATIC MUTUAL AID

This Agreement is between the City of Novi, a Michigan municipal corporation, whose address is 45175 West Ten Mile Road, Novi, MI 48375, and Northville Township, a Michigan municipal corporation, whose address is 44405 Six Mile Road, Northville, MI 48168, effective on the last date of the signatures set forth below.

R E C I T A L S:

The City of Novi and Northville Township both staff and maintain fire station(s) for the safety and protection of the lives and property within their respective jurisdictions; and

In order to provide the most appropriate service response to its residents, the City of Novi and Northville Township desire to enter into an agreement whereby each entity may render automatic mutual aid to each other for certain defined incidents; and

More specifically, the City of Novi and Northville Township seek to provide automatic response with at least an engine or ladder company with 2 personnel for confirmed structure fires.

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NOW, THEREFORE, it is hereby agreed as follows:

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 - a. "Automatic Mutual Aid Response" shall mean the automatic response by the Responding City/Township of the closest available resources via emergency dispatch to a request for response by the Requesting City/Township.
 - b. "Confirmed Structure Fire" shall be identified as first person caller, police officer or firefighter on scene, or multiple calls to dispatch or PSAP.

In Northville Township, a confirmed structure fire in accessible areas of sections 01, 02, 04, 05 and 06.

In Novi, confirmed structure fires in accessible areas of sections 31, 32, 35 and 36.

2. Request for Assistance. The Public Safety Answering Point (PSAP) communications dispatching center for each municipality will confirm the structure fire from a caller, police or fire personnel. Either City/Township is authorized at any time to request Automatic Mutual Aid Response from the other City/Township. The request shall be directed to the authorized PSAP of the City/Township being called to respond.

The request for Automatic Mutual Aid Response shall specify the amount and type of equipment and number of personnel required, and shall specify the location to which the equipment and personnel are to be dispatched.

3. Response to Request. Upon receipt of a request for Automatic Mutual Aid Response, the commanding officer of the Responding City/Township shall:
 - a. Immediately advise the Requesting City/Township if the equipment and personnel are not available.
4. Command Responsibility at Emergency Scene. The incident commander of the Requesting City/Township at the scene of the emergency to which an Automatic Mutual Aid Response is made shall be in command of the operations under which the equipment and personnel sent by the Responding City/Township shall serve; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.
5. Responsibility for Employees. Each City/Township agrees to be responsible for disability and workers' compensation benefits, including derivative benefits, dependent benefits or other benefits related to disability and workers' compensation benefits, for its own employees.
6. Liability. Each City/Township shall be responsible for any claims made against that City/Township and for the acts of its employees or agents.

In any claims that may arise from the performance of this Agreement, each City/Township shall seek its own legal representation and bear the costs associated with such representation, including attorney fees. Except as otherwise provided in this Agreement, neither City/Township shall have any right, under any legal principle, to be indemnified by the other City/Township or any of its employees or agents in connection with any claim. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the City/Township. All of the privileges and immunities from liability, and exemptions from laws, ordinances, and rules which apply to the activities of parties, officers, agencies, and employees of any governmental agency when performing its functions, shall apply to the same degree and extent to the performance of such functions and duties under the provisions of this Agreement. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by either City/Township of governmental immunity as provided under law.

7. Insurance. Both City/Township hereby confirm and acknowledge that they maintain adequate insurance coverage to cover claims or damages arising out of the provision of fire service under this Agreement. A lapse in the insurance coverage required under the Agreement by either City/Township shall be considered a material breach of this Agreement and the Agreement shall become null and void automatically as to that City/Township at any time such a lapse in coverage exists.
8. No Compensation. Neither City/Township will seek compensation from the other City/Township for Automatic Mutual Aid Response services rendered under this Agreement. Each City/Township will remain responsible to its own employees for the payment of wages and other compensation and for carrying workmen's compensation upon said employees, and shall be responsible for its own equipment and bear the risk of loss therefore.
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11. Amendments for Additional Contracting Agencies. Additional parties to this Agreement may be added by resolution of the legislative body of the added party and corresponding resolutions of the legislative bodies of all parties to this Agreement, and appropriate signatures by the representatives of the added party.

CITY OF NOVI
A Michigan Municipal Organization

Dated: _____, 2016 BY: _____
Robert J. Gatt, Mayor

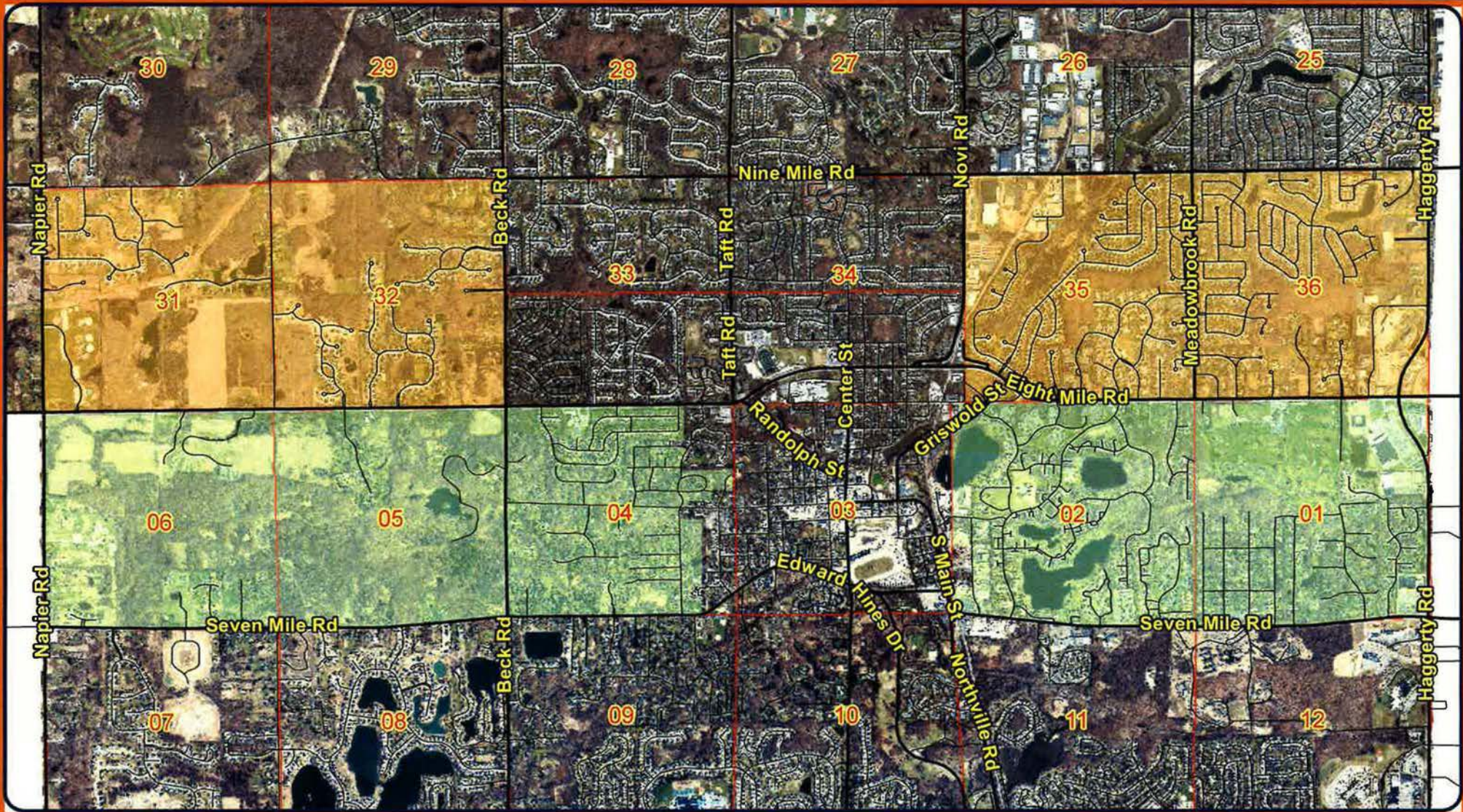
BY: _____
Cortney Hanson, Clerk

NORTHVILLE TOWNSHIP
A Michigan Municipal Organization

Dated: _____, 2016 BY: _____
Chip Snider, Township Manager

Automatic Mutual Aid Response Map

Between the City of Novi and Northville Township, Michigan



Map Author: Kori Blough
 Date: October 24, 2016
 Project: Northville Twp Mutual Aid
 Version #: 1.0

MAP INTERPRETATION NOTICE
 Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most accurate, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager for location sources and accuracy information related to this map.

Map Legend

Fire Mutual Aid Response Areas

- Northville Twp Area with Novi Response
- Novi Area with Northville Twp Response



City of Novi

Information Technology Department
 Geographic Information Services
 45175 W Ten Mile Rd
 Novi, MI 48375
cityofnovi.org

